

COUNTY COUNCIL

OF

HARFORD COUNTY, MARYLAND

BILL NO. 75-62 (as amended)

Introduced by Councilman Cooper and Council President Freeman at the request of the County Executive
Legislative Day No. 75-25 Date: August 5, 1975

AN ACT to add new Article 9, heading "Mobile Home Parks" to Chapter 6, heading "Businesses" of the Harford County Code, (1975) to provide standards for, and rights, duties and obligations of, mobile home park owners and operators and mobile home dwellers; to define certain terms; to provide penalties for the violation of said Article and generally relating to the operation of mobile home parks.

By the Council, August 5, 1975

Introduced, read first time, ordered posted and public hearing scheduled

on: September 4, 1975

at: 7:00 P.M.

By Order: Angela Markowski, Secretary

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Bill having been published according to the Charter, a public hearing was held on September 4, 1975 and concluded on September 4, 1975.

Angela Markowski, Secretary

BILL NO. **75-62**
AS AMENDED

Section 1. *Be It Enacted By The County Council Of Harford County, Maryland*, that new Article 9, heading "Mobile Home Parks", be, and it is hereby added to Chapter 6, heading "Businesses" of the Harford County Code (1975) all to read as follows:

Chapter 6. Businesses.

Article 9. Mobile Home Parks.

Section 6-56. Definitions.

The following terms are defined for the purposes of this Article.

"Mobile Home" is a dwelling including a house trailer, but excluding camping trailer, travel trailer, truck camper, and motor home. A "Mobile Home" is a movable or portable unit, designed and constructed to be towed on its own frame and wheels, and designed to be connected to utilities for year-round occupancy. The term, "Mobile Home", includes:

(1) A unit containing parts that may be folded, collapsed or telescoped when towed and is expandable to provide additional cubic capacity; and (2) A unit composed of two (2) or more separately towable components designed to be jointed into one integral unit capable of being separated into components for repeated towing, and (3) Constructed under American National Standard Institute No. A119.1 or National Fire Protection Association No. 501B-1974.

Section 6-57.

No mobile home park owner or operator may evict a mobile home dweller other than for the following reasons:

(a) Nonpayment of rent.

(b) Violation of a Federal or State law or local ordinance which is detrimental to the safety and welfare of other dwellers in the mobile home park.

(c) Continued violation of any rule or regulation established by the park owner or operator. However, the mobile

1 home owner shall receive written notice of the violation at
2 least thirty (30) days prior to the date he is required to vacate
3 and shall have continued to violate the rule or violation. A
4 copy of all rules and regulations shall be delivered by the park
5 owner or operator to the mobile home owner prior to his signing
6 the lease or entering into a rental agreement. A copy of the
7 rules and regulations also shall be posted in the recreation hall,
8 if any, or in some other conspicuous place in the mobile home
9 park.

10 (d) Conduct of the tenant, upon the mobile home
11 park premises, which constitutes an annoyance to other tenants
12 or interference with park management.

13 (e) Failure of the tenant to sign a lease within
14 thirty (30) days after said tenant moves into a park, if a
15 lease is required by the park operator.

16 (f) No mobile park owner or operator shall evict
17 a tenant of any mobile home park in Harford County for any of the
18 following reasons:

19 (1) Because the tenant has filed a complaint,
20 or complaints, against the mobile home park owner or operator
21 with any public agency or agencies; or

22 (2) Because the tenant has filed a law suit,
23 or law suits, against the mobile home park owner or operator; or

24 (3) Because the tenant is a member of any
25 tenants' organization.

26 (4) Evictions described in this subsection
27 shall be called "Retaliatory Evictions".

28 (5) If in any eviction proceeding the
29 judgment is in favor of the tenant for any of the aforementioned
30 defenses, the court may enter judgment for reasonable attorney
31 fees and court costs against the mobile home park owner or
32 operator. In addition, the court may enter judgment against the

1 mobile home park owner or operator for any and all expenses
2 incurred by the tenant in his forced move, if judgment is
3 rendered after the tenant's eviction.

4 Section 6-58.

5 (a) No mobile home park owner or operator may
6 require any tenant or other person seeking space in the mobile
7 home park to purchase a mobile home from any particular person,
8 partnership, corporation, or other legal entity.

9 (b) No mobile home park owner or operator or his
10 designee may require a resident of the park to purchase from
11 the owner or operator or designee, any accessories or services
12 required by the tenant, or any other equipment required by law,
13 local ordinance or regulations of the mobile home park.

14 (c) No mobile home park owner or operator may
15 charge any resident who chooses to install an electric or
16 gas appliance in his mobile home an additional fee, unless
17 that fee reflects the cost to the mobile home park of the
18 installation or its use, or to restrict the installation,
19 service or maintenance of any ~~such~~ NORMAL HOUSEHOLD appliance, or
20 to restrict the making of any interior improvements in the
21 mobile home, so long as the installation or improvement is in
22 compliance with the applicable building, electrical and plumbing
23 codes and any other provisions of law.

24 (d) A mobile home park owner or operator shall
25 fully disclose in writing all fees, charges, assessments,
26 rules and regulations prior to the assumption of occupancy
27 in the park of a mobile home dweller. No fees, charges or
28 assessments so disclosed may be increased or rules and
29 regulations changed by the park owner or operator without
30 specifying the date of implementation of the fees, charges,
31 assessments or rules and regulations. This date shall be no
32 less than thirty (30) days after written notice was given to

1 all tenants.

2 (e) Failure on the part of the mobile home park
3 owner or operator to fully disclose all fees, charges or
4 assessments shall prevent the park owner or operator from
5 collecting that fee, charge or assessment, except those fees
6 required to be paid by law. Refusal by the dweller to pay any
7 undisclosed charges may not be used by the owner or operator as
8 a cause for eviction in any court of law.

9 (f) Any mobile home park owner or operator who,
10 directly or indirectly, receives, collects or accepts from
11 another any donation, gratuity, bonus or fee, in addition to
12 lawful charges, upon the representation, understanding or
13 statement that compliance with the request or demand therefor
14 will facilitate, influence or procure an advantage over others
15 in entering into an agreement, either oral or written, for the
16 lease or rental of real property for any term or for the use or
17 occupation thereof, or any owner or operator who refuses to
18 enter into an agreement unless he receives, directly or
19 indirectly, any such donation, gratuity, bonus or fee, or any
20 owner or operator, who, directly or indirectly, requests or
21 requires any such donation, gratuity, bonus or fee, or any
22 owner or operator, who directly or indirectly, aids, abets,
23 requests or authorizes any other person to violate any of the
24 provisions of this section, shall, upon conviction, be subject to
25 the penalties set forth in this Article.

26 (g) No mobile home park owner or operator may deny
27 any resident the sale of his mobile home within the park. The
28 park may reserve the right to approve the purchaser of the mobile
29 home as a tenant, or require the removal of the mobile home from
30 the park within thirty (30) days of the completion of the sale,
31 if the purchaser is disapproved by the park owner. In the event
32 of disapproval liability of the seller of the mobile home from

1 the remainder of the lease term shall terminate upon the removal
2 of the mobile home owner in the sale pursuant to a written
3 contract. The mobile home park owner or operator shall not take
4 any action nor make any statements that interfere with the sale
5 of a mobile home physically located in the park.

6 (h) A mobile home park owner or operator shall be
7 required to offer a permanent or prospective permanent year-
8 round resident of his mobile home park:

9 (1) By October 1, 1975, a written lease for a
10 period of not less than twelve (12) months, to mobile home
11 dwellers within the park; (This subsection shall not affect any
12 written lease in effect prior to October 1, 1975.)

13 (2) Within thirty (30) days of a mobile home
14 dweller assuming occupancy in the park, a written lease for a
15 period of not less than twelve (12) months;

16 (3) Within thirty (30) days of the sale of a
17 mobile home, to the prospective permanent year-round resident, as
18 provided by this Article, the remainder of the written lease or
19 written rental agreement then in effect, but in no event for
20 a period of less than six (6) months.

21 Section 6-59. Violation, enforcement, penalties.

22 (a) Any person violating any provision of this
23 Article shall be deemed guilty of a misdemeanor and upon con-
24 viction thereof shall be subject to a fine of not less than One
25 Hundred Dollars (\$100.00), nor more than One Thousand Dollars
26 (\$1,000.00), or imprisonment not to exceed six (6) months, or both
27 fine and imprisonment in the discretion of the Court.

28 (b) Any appropriate law enforcement agency may
29 bring criminal judicial proceedings to enforce the provisions of
30 this Article; in addition to criminal proceedings, the Harford
31 County Department of Law may bring civil proceedings to enforce
32 this Article.

1 (c) Any provision of a lease or other agreement
2 executed after the effective date of this section waiving any
3 provision of this section is void as against public policy.

4 (d) The Department of Inspections, Licenses and
5 Permits shall receive and investigate all complaints regarding
6 the violation of this Article, and shall refer appropriate
7 cases to the proper enforcing authority for further legal
8 action, if necessary.

9 Section 2. *And Be It Further Enacted*, that if any provision or
10 provisions of this Act, or the particular application thereof,
11 shall be held to be invalid, the remaining provisions and their
12 application shall not be affected thereby. Should any provision
13 hereof be inconsistent with any rule, regulation or policy of
14 any other agency having jurisdiction, such provision shall be
15 invalid but the remaining provisions and their application shall
16 not be affected thereby.

17 Section 3. *And Be It Further Enacted*, that this Act shall take
18 effect sixty (60) days from the date it becomes law.

19 EFFECTIVE: November 10, 1975
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BY THE COUNCIL

Read the third time.

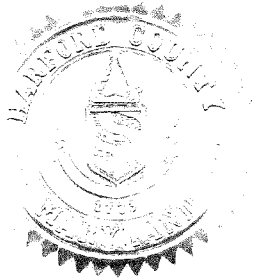
Passed September 2, 1975 (LSD 75-29)(with amendments)

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By order

Angela Markowski, Secretary

Sealed with the County Seal and presented to the County Executive
for his approval this 10th day of September, 1975
at 2 o'clock P.M.,



Angela Markowski, Secretary

BY THE EXECUTIVE

APPROVED:

Charles B. Egan
County Executive
Date 9-11-75

BY THE COUNCIL

This Bill, having been approved by the Executive and
returned to the Council, becomes law on November 10, 1975.

Angela Markowski
Angela Markowski, Council Secretary

Rec'd for record 9/18 1975 at 2:30 P.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk